

Mira Standard Terms and Conditions

These Mira Standard Terms and Conditions (“**Terms**”) apply only to those third parties with whom Mira Labs, Inc. (“**Mira**”) has entered into a Mira Enterprise Software Agreement (“**Agreement**”). These Terms set forth the key performance metrics and measurement methodologies for SaaS Services provided by or on behalf of Mira under the Agreement. Any capitalized term used in these Terms and not otherwise defined shall have the meaning ascribed in the Agreement. In the event of a conflict between the terms of these Terms and the terms of the Agreement, the terms of the Agreement will govern. These Terms govern the Agreement.

Mutual Nondisclosure.

Receiving Party Obligations. Each Party acknowledges that it may be provided or otherwise gain access to the other Party’s Confidential Information. Except as provided in Subsections 1.2 or 1.3, with respect to the other Party’s Confidential Information, each Party will:

- (a) protect the confidentiality of that Confidential Information with a reasonable level of care and at a level no less than the level of care that Party uses to protect its own Confidential Information,
- (b) not, without the prior written consent of the other Party, use the other Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than as reasonably necessary to exercise that Party’s rights or perform its obligations under the Agreement,
- (c) not, without the prior written consent of the other Party, disclose that Confidential Information to any third party, except to that Party’s employees or agents who (i) reasonably need to know that Confidential Information to assist that Party, or act on its behalf, in exercising that Party’s rights or performing its obligations under the Agreement, (ii) are informed of the confidential nature of that Confidential Information, and (iii) are subject to nondisclosure obligations and limitations on use with respect to that Confidential Information no less restrictive than the provisions of this Subsection 1.1, and
- (d) be responsible for the acts or omissions of its employees or agents in violation of their nondisclosure obligations and the limitations on use with respect to that Confidential Information.

1.2 Exceptions to Nondisclosure Obligations. A Party’s nondisclosure obligations set forth in Subsection 1.1 will not apply with respect to the other Party’s Confidential Information that (i) becomes available to that Party on a nonconfidential basis from a third party, provided that, to the best of that Party’s knowledge, that third party was not prohibited from disclosing that information on a nonconfidential basis at the time that third party made the disclosure, (ii) was known by or in the possession of that Party, as established by documentary evidence, prior to the receipt by that Party of the Confidential Information, or (iii) was or is independently developed by that Party, as established by documentary evidence, without reference to any Confidential Information received from the other Party or accessed as a result of the Agreement.

1.3 Required Disclosure. A Party may disclose the other Party’s Confidential Information if required by Regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Party first will make reasonable efforts to notify the other Party promptly in

writing of that requirement so that the other Party may seek, at its sole cost and expense, a protective order or other remedy, and will use its reasonable efforts to obtain confidential treatment or a protective order with respect to the information.

Return of Confidential Information. Upon the request by a Party, the other Party promptly will return to the requesting Party, or destroy, all copies and embodiments of the requesting Party's Confidential Information except to the extent reasonably necessary or appropriate for continuing to perform that other Party's obligations under the Agreement or to comply with applicable Regulation; provided that the above requirement will not apply to latent data, such as deleted files, memory dumps, swap files, temporary files, printer spool files, and metadata, that are generally retrievable only by computer forensics experts and considered inaccessible without the use of specialized tools and techniques.

2. **Mutual Representations.** Each Party represents that (i) it has all requisite corporate power and authority to enter into, deliver, and perform its obligations under the Agreement, (ii) it has duly signed the Agreement, which is valid and binding on it, and (iii) its execution, delivery, and performance of the Agreement in accordance with its terms will not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, or violate any Regulation in effect as of the Effective Date.

Warranties.

3.1 **Mira SaaS Services Warranty.** Unless otherwise set forth in a SOW, Mira warrants that, for a period that is the longer of (i) the term of the Agreement, and (ii) ninety (90) days from Mira's delivery of the SaaS Services, (a) it will provide the SaaS Services consistent with generally acceptable industry standards, (b) the Software (excluding Extensions) will perform in substantial conformity with the Documentation, and (c) the SaaS Services will not introduce Malware into any Customer systems. For any breach of this warranty, Customer's sole remedy and Mira's sole obligation will be for Mira to use its reasonable efforts to correct the nonconformity, at its expense, within a reasonable time; provided, however, that if Mira fails to correct the nonconformity within a reasonable time, then Customer may terminate its subscription to the SaaS Services under this Schedule with no further payments for future Annual Periods, and receive from Mira a refund of a portion of the Annual Subscription Fee for the Annual Period during which the termination occurs equal to the Unused Orders as of the date of termination times the Unit Price for that Annual Period; provided that Mira will not be required to provide a refund unless the nonconformity is material to Customer's operations.

3.2 **Hardware Warranty.** The warranty for any Hardware is as set forth in Schedule B of the Supply Agreement

3.3 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE SCHEDULES, AND TO THE MAXIMUM EXTENT PERMITTED BY REGULATION, (I) THE LICENSED PRODUCTS AND THE SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE," (II) MIRA DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, CUSTOM, USAGE, OR TRADE, (III) MIRA DOES NOT WARRANT THAT THE LICENSED PRODUCTS OR THE SERVICES WILL BE SECURE OR OPERATE ERROR-FREE, OR OPERATE WITHOUT INTERRUPTION, OR MEET CUSTOMER'S SPECIFIC BUSINESS REQUIREMENTS, (IV) MIRA DISCLAIMS ANY AND ALL RESPONSIBILITY

OR LIABILITY FOR THIRD-PARTY OWNED SOFTWARE (OTHER THAN EMBEDDED SOFTWARE), SERVICES, OR HARDWARE OR CUSTOMER'S (OR ANY OTHER CUSTOMER PARTIES') USE OF THEM, INCLUDING, WITHOUT LIMITATION, THE RELIABILITY OR ACCESSIBILITY OF THIRD PARTY DATA PROCESSING CENTERS UTILIZED IN CONNECTION WITH THE LICENSED PRODUCTS OR SERVICES, AND (V) MIRA PROVIDES NO WARRANTY FOR THE HARDWARE OTHER THAN THE PASS-THROUGH WARRANTY FROM THE HARDWARE MANUFACTURERS, AS APPLICABLE. CUSTOMER UNDERSTANDS AND AGREES THAT THE ABOVE DISCLAIMERS ARE A FUNDAMENTAL PART OF THE AGREEMENT AND THAT MIRA WOULD NOT AGREE TO ENTER INTO THE AGREEMENT WITHOUT THEM.

3.4 Warranty Exclusions. The following exclusions apply to all warranties provided under the Agreement:

(a) Mira does not warrant against any nonconformity resulting from (i) use of a Licensed Product or the SaaS Services other than in accordance with the Agreement, the Documentation, or Regulation, (ii) Software installation, configuration, or support provided by Customer or a third-party service provider not performing services on Mira's behalf, (iii) any modification or damage to the Software or Cloud Environment by Customer or any third party, (iv) Customer's breach of any provision of the Agreement, (v) use of the Software in combination with any third-party software, third-party database, or operating system not authorized or certified in the Documentation or with hardware or software specifically forbidden by the Documentation, or (vi) any Extension to the extent it operates as intended by Customer.

(b) Mira does not warrant against any nonconformity with respect to which Customer fails to notify Mira in writing of the nonconformity during the applicable warranty period, or if the nonconformity could not reasonably be discovered within the applicable warranty period, prior to the expiration of (i) the ten (10) day period following Customer's discovery of the nonconformity, or (ii) the thirty (30) day period following the end of the applicable warranty period, whichever occurs first, or any nonconformity occurring while Customer is in material breach of the Agreement.

Exclusive Remedies. Mira's exclusive obligations, and Customer's exclusive remedies, with respect to Mira's breach of the warranty contained in Subsection 3.1 are those described in that subsection.

Indemnification.

Indemnification by Mira.

(a) Subject to the conditions set forth in Subsection 4.3, and the exclusions set forth in Subsection 4.1(b), Mira will, at its expense, defend and hold harmless the Customer Indemnitees against any third-party claim that the Customer's (or other Customer Parties') use of a Licensed Product, excluding Embedded Software, or the Services directly infringes a valid U.S. patent issued as of the Effective Date. Further, Mira will indemnify the Customer Indemnitees with respect to any damages finally awarded to the claimant by a court of competent jurisdiction, and their reasonable attorneys' fees and costs, and court costs, attributable to that claim, provided that, with respect to the indemnification of each affected Customer Indemnitee, they have taken reasonable steps to mitigate their damages arising from that claim.

(b) Mira's indemnification obligations under Subsection 4.1(a) will not apply with regard to any exclusions set forth in a SOW, nor to the extent the claim results from any of the following:

(i) Use of a Licensed Product or the Services in violation of the terms of the Agreement or the Documentation,

(ii) Changes to a Licensed Product other than by or at the direction of Mira,

(iii) An Extension developed to meet Customer's functional requirements not contained in the Documentation, or in compliance with a method or process provided by Customer for implementing those requirements,

(iv) Customer's failure to incorporate Updates or new Versions that would have avoided the alleged infringement if Mira made those Updates or new Versions available to Customer,

(v) Integrations; or

(vi) Customer's bundling, combining, integrating, or interfacing one or more Licensed Products with any non-Mira products, processes, software, hardware, or materials, if the claim would have been avoided absent that bundling, combination, or integration, except to the extent those products, processes, software, hardware, or materials are designated in the Documentation as appropriate for bundling, combining, integrating, or interfacing with the Licensed Products.

(c) If a Licensed Product or one of the Services becomes, or Mira determines that a Licensed Product or one of the Services is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any third party Intellectual Property Right, then Mira will have the right, at its expense and as its entire obligation to the Customer Indemnitees with respect to that claim, suit, or proceeding (other than any applicable indemnification obligations under Subsection 4.1(a), to (i) procure for Customer the right to continue to use that Licensed Product or those Services, (ii) replace or modify that Licensed Product or those Services so that it is not infringing, (iii) enter into a settlement resolving the claim, or (iv) if Mira reasonably determines that neither (i) or (ii) above is reasonably feasible, terminate Customer's license to that Licensed Product or its right to those Services and refund (a) in the case of a Licensed Product, the unamortized portion of the Fees paid for that Licensed Product based on a five (5) year straight-line amortization of the Fees from the Effective Date, or (b) in the case of one of the Services, a portion of the Fees paid for those Services based on a reasonable allocation of the Fees for those Services to that portion of the Services not received. In the case of item (iv) above, if Mira reasonably determines that further infringement can be avoided by removing an Extension from a Licensed Product (or a change described in Subsection 4.1(b)(ii)), it may do so rather than terminating Customer's license to that Licensed Product.

(d) **Exclusive Obligations and Remedies.** This Section 4 sets forth Mira's exclusive obligations and the Customer Indemnitees' exclusive remedies with respect to infringement, or alleged infringement, of the Licensed Products or the Services of third-party Intellectual Property Rights.

Indemnification by Customer. Subject to the conditions set forth in Subsection 4.3, Customer will, at its expense, defend, indemnify, and hold harmless the Mira Party Indemnitees from and against any third-party claim, demand, action, proceeding, settlement, judgment, allegation, or other costs or

fees, including reasonable attorneys fees and court costs, resulting from, arising out of, or in connection with: (i) Customer's use of a Licensed Product or the Services in an unauthorized manner or a manner not contemplated under the Agreement, (ii) the actual or alleged infringement of any Intellectual Property Rights or any other proprietary or other rights of a third party in any data, information, or any other materials provided by or on behalf of the Customer Parties to Mira in connection with the Agreement, (iii) the Customer Parties' or any third party's use of or reliance on any information generated by the Licensed Products or the Services, (iv) the deletion of Data or Customer Personal Data by or on behalf of Customer, (v) any claim with respect to a Licensed Product or the Services by Customer Personnel, (vi) any use of Software by the Customer Parties for or in connection with any unlawful or inherently dangerous purpose, (vii) the use, storage, deletion, processing, disclosure, or transmission of Customer Personal Data, (viii) Customer's failure to comply with any applicable Regulation or the terms of the Agreement; (ix) Customer's action or inaction hereunder; and (x) the Integrations.

Conditions to Indemnification. An Indemnifying Party's indemnification obligation under Subsection 4.1 or Subsection 4.2 will be subject to the following conditions:

(a) An affected Indemnitee will notify the Indemnifying Party in writing of the claim promptly, and not later than twenty (20) days, following the date they first receive notice of the claim,

(b) The Indemnifying Party will have sole control of the defense and any settlement of the claim, subject only to the affected Indemnitee's prior written consent to a settlement, which consent the affected Indemnitee will provide so long as they are not required to incur any financial obligation in connection with the settlement and their rights under the Agreement are not restricted as a result of the settlement, and provided that the affected Indemnitee will have the right to retain legal counsel at their own expense to monitor the proceedings relating to Indemnifying Party's defense and settlement of the claim, and

(c) The affected Indemnitee reasonably will cooperate with the Indemnifying Party's defense (with the Indemnifying Party responsible for paying or reimbursing their reasonable out-of-pocket expenses for their cooperation), including by providing the Indemnifying Party with that information, assistance, and authority to enable it reasonably to perform its obligations under this Section 4.

Limitation of Liability.

General Acknowledgement. In agreeing to the limitations set forth below, the Parties have considered their allocation of risks between them and the pricing and other considerations set forth in the Agreement. The limitations set forth below will apply even if one or more of the remedies available to the Party seeking relief fail of their essential purpose.

TYPE OF DAMAGE. MIRA WILL NOT BE LIABLE (WHETHER UNDER CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE) FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST SALES OR PROFITS, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE AGREEMENT, OR OTHERWISE RELATED TO ITS SUBJECT MATTER (INCLUDING ANY OF THOSE TYPES OF DAMAGES DESCRIBED ABOVE RELATING TO CUSTOMER'S OR THE OTHER CUSTOMER PARTIES' USE OF OR INABILITY TO USE THE LICENSED PRODUCTS, THE SERVICES, OR THIRD-PARTY OWNED SOFTWARE, SERVICES OR HARDWARE, CUSTOMER'S LOSS OF DATA, DAMAGE TO CUSTOMER'S HARDWARE OR SOFTWARE, CUSTOMER'S OR ANY OTHER

CUSTOMER PARTIES' FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE LICENSED PRODUCTS, THE SERVICES, OR THIRD PARTY HARDWARE OR SOFTWARE, AND CLAIMS BY THIRD PARTIES), EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND EVEN IF THOSE DAMAGES WERE FORESEEABLE.

AMOUNT OF LIABILITY. EXCEPT FOR CLAIMS WITH RESPECT TO WHICH ONE OR MORE SCHEDULES PROVIDE FOR EXCLUSIVE REMEDIES, AND EXCEPT AS PROVIDED IN SUBSECTION 5.4, A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS FOR DAMAGES WITH CLAIM DATES IN ANY ANNUAL PERIOD (WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHER LAW) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE AGREEMENT, OR OTHERWISE RELATED TO ITS SUBJECT MATTER, WILL NOT EXCEED THE ANNUAL SUBSCRIPTION FEE FOR THAT ANNUAL PERIOD.

Exceptions to Limitations. The limitations set forth in Subsection 5.3 will not apply with respect to (i) Customer's failure to pay the Fees, Reimbursable Expenses, taxes, or interest owed by Customer on any of those amounts, and (ii) any misappropriation, misuse, or infringement by Customer of Mira's Intellectual Property Rights.

Employee Nonsolicitation.

Limitations. Customer acknowledges that Mira's employees are critical to the operations of Mira. Therefore, while the Agreement is in effect, and for twenty-four (24) months following its termination for any reason, Customer will not, without Mira's prior written consent, directly or indirectly, solicit, offer employment to, or employ any Mira Party's employee employed by the Mira Party at any time while the Agreement is in effect. The Parties intend that the restrictions and other provisions in this Section 6 apply as well with respect to independent contractors (individuals and not entities) who are providing, or have provided, directly or indirectly, information technology services to Mira on or after the Effective Date in the same manner as they apply with respect to employees. The obligations under this subsection will not apply with respect to any employee of the Mira who has not been employed by Mira during the twenty-four (24) month period immediately preceding Mira engaging in any of the activities prohibited above with respect to that employee. Customer will not be deemed to be soliciting an employee of Mira if the solicitation takes place through written publication of advertising for the applicable position in media with wide circulation.

Violation of Nonsolicitation. If Customer violates the restriction in the second sentence of Subsection 6.1, and that violation results in the employment of an employee (or engagement of an independent contractor) of Mira in violation of the restriction in that sentence, then Customer will pay to Mira, as a liquidated damage, the lesser of one-half (1/2) of the subject employee's annual cash compensation from Mira or One Hundred Thousand Dollars (\$100,000). For purposes of this subsection, the employee's annual cash compensation means that employee's (i) annualized monthly cash salary (or contractor fee) in effect on the last day of the employee's employment with the Mira, plus (ii) (a) if the employee was employed by Mira for the prior calendar year (or if applicable, fiscal year), any cash bonus received by that employee for that prior calendar year (or if applicable, fiscal year), or (b) if the employee was not so employed, then that employee's target cash bonus for the year in which that employee's last day of employment by Mira occurred. The Parties acknowledge that Mira's harm caused by the Customer's employment of an employee of Mira in violation of Subsection 6.1 would be impossible or very difficult to estimate accurately as of the Effective Date, and that the liquidated damages provided for above are a reasonable estimate of the anticipated or actual harm that might

arise from such a violation. Payment by Customer of the liquidated damages provided for above will be Customer's sole liability and entire obligation to Mira for the applicable violation; provided, however, that payment will not restrict the Mira's rights or remedies, if any, against the employee whose employment is the subject of the violation.

Audits. While the Agreement remains in effect, and for twenty-four (24) months following its termination, upon reasonable notice to Customer, Mira may audit Customer's compliance with the Agreement. Mira's audits may be performed by Mira or a third party on Mira's behalf, will not unreasonably interfere with Customer's normal business operations, and may involve surveys of Customer or on-site inspections. Customer will reasonably cooperate with respect to any audit performed under this Section, including, if applicable, providing Mira or its designated third party with reasonable access to inspect Customer facilities, sites, equipment, and records and other information related to use of the Licensed Products or SaaS Services. In addition, Mira may use monitoring functionality in the Software that reports to Mira data regarding Customer's use. If an audit reveals unauthorized use, reproduction, distribution, or other unauthorized exploitation of the Licensed Products or SaaS Services, then Customer will pay any required additional Fees and reimburse Mira for the reasonable cost of its audit, which reimbursement will be in addition to those rights and remedies Mira otherwise would have for a violation of the terms of the Agreement. In addition to the foregoing, and without limiting Mira's rights and remedies, in the event an audit reveals a discrepancy of five percent (5%) or more of Fees due to Mira for the Annual Period audited, Customer will pay Mira the reasonable costs and fees of Mira's audit.

Use Exceeding License Limitations. If Mira determines, as a result of an audit or otherwise, that Customer (or any third party) has used or is using any Licensed Products or Services contrary to the Agreement or any applicable License Limitations or Special Conditions, then, in addition to and not in lieu of any other remedies available to Mira under the Agreement, Customer will owe and promptly pay Mira additional Fees for any excess or contrary use of the applicable Licensed Products or Services, which Fees will be based on Mira's then-current, undiscounted retail pricing to the extent and in the manner actually used by Customer (or a third party).

9. Export Control Regulation. The Licensed Products are licensed to Customer from the United States and their provision may be subject to U.S. or non-U.S. export control Regulation. Customer will comply fully with, and will not take any action that will cause Mira to be in violation of, U.S. or non-U.S. export Regulation with respect to the transactions contemplated under the Agreement. Customer will not export or transmit the Licensed Products across any national boundary except in compliance with all Regulations, including the Regulations of the originating country. Mira may, from time to time in its sole and absolute discretion, deny Customer the right to license its Products, or purchase Services, in certain geographies or for certain uses in order to protect Mira from potential exposure under U.S. or non-U.S. export Regulations or otherwise to protect Mira's interests.

Anti-Corruption. Each Party will comply with the provisions of the United States Foreign Corrupt Practices Act ("FCPA"), the U.S. Travel Act, the U.S. domestic bribery statute contained in 18 USC §201, and all other anti-corruption laws and regulations applicable to its business or its performance of the Agreement. Neither Party will pay, give, or offer, promise, or authorize others to pay or give, any money (such as a bribe or kickback) or any other thing of value (such as an improper gift, hospitality, or favor), directly or indirectly to, or for the benefit of: (i) any employee, official, or agent of a government, a state-owned or affiliated entity or organization, a political party, a public international organization (such as the United Nations or the World Bank), or an instrumentality of any of those; (ii) a political party

or candidate for political office; or (iii) any other Person, for the purpose of obtaining, retaining, or directing any business, regulatory approval, or other improper adMira, in connection with its business or its performance of the Agreement. Each Party will cause its officers, employees, contractors and other representatives to comply with this Section in connection with any of their activities relating to the Agreement or its subject matter. A violation of this Section is a material breach of the Agreement and will entitle the nonbreaching Party to terminate the Agreement immediately.

Communications. Except as otherwise provided in these Terms or the Agreement, a Communication given by one Party to the other will have legal effect if made in writing and delivered by hand, a nationally recognized overnight courier, or email, to each of the other Party's Communications Contacts identified, and to the addresses provided, on the Signature Page, or to those other Communications Contacts and to those addresses that may be designated in writing by the other Party in accordance with this Section. A Communication delivered in accordance with the above will be deemed to have been given (i) if delivered by hand or courier, when received at the designated addresses, or (ii) when delivered by email, upon written acknowledgment of receipt by the addressees (but not including a system-generated receipt). A Party may change its Communications Contacts or their addresses for receipt of Communications by notifying the other Party in writing in accordance with the terms of this Section. From time to time, the Parties may establish specific protocols for exchange of Communications for specific purposes, and the Parties may follow those protocols and rely on those Communications in lieu of the Communications procedures set forth above.

Compliance with Regulations. Each Party will comply with all material Regulations in connection with its performance of its obligations under the Agreement.

Permitted Disclosure. Mira may use Customer's name, including any trade name, and logo (in accordance with any mark guidelines provided by Customer) in Mira's promotional materials, including its press releases, customer lists, and presentations to third parties, and may include a brief description of the Licensed Products and the Services.

Nature of Relationship. The Parties' relationship will be that of independent contractors, and nothing in the Agreement creates a joint venture, partnership, principal-agent, or mutual agency relationship between them. Neither Party has any right or power under the Agreement to create any obligation, expressed or implied, on behalf of the other. Employees of Mira will not be considered employees of Customer, and Customer will be responsible for all applicable compensation and benefits for Customer's employees.

15. **Force Majeure.** Except for Customer's payment obligations under the Agreement, or either Party's confidentiality or nonuse obligations under Section 1, neither Party will be liable to the other for any delay or interruption in performance of any obligation under the Agreement resulting from any cause beyond its reasonable control, including, to the extent beyond that Party's reasonable control, any unusually severe weather; any damage to machinery or equipment; any disruption or shortage in public or private services such as transportation, communications, electric power, or other utilities, or other vital infrastructure; disruption or damage to, or failure of, the Internet or other computer networks or facilities, or major computer or software systems; governmental emergency orders or Regulations; judicial or governmental actions; civil disturbances, riots, epidemics, wars, terrorist attacks, sabotage, embargos, natural disasters, fires; or acts of God. The Parties acknowledge that Mira does not and cannot control the flow of data through the Internet, or to or from Mira's or Customer's computer or

telecommunications networks, or, to the extent applicable, those of a Data Center vendor, or the operations of a Data Center vendor.

16. **Telephone Communications.** To maintain quality service, Mira may monitor or record telephone communications between Mira and Customer without further notice or disclosure.

Language Conventions. The use of “includes” or “including” means includes or including “without limitation.” Unless otherwise specified, reference in a Schedule or other attachment to the Agreement to a particular section or subsection will serve to reference the applicable section or subsection within that Schedule or attachment. Reference to a particular Schedule will serve to reference that particular Schedule of the Agreement. The use of either term “third party” or “third-party” means a Person other than the Mira Parties and the Customer Parties.

Standard for Withholding Consent. Except as otherwise provided in the Agreement, where a Party is required to obtain the consent of the other Party, the other Party’s consent may be withheld in its sole and absolute discretion.

Mira Affiliates. The Parties intend that the Mira Parties are beneficiaries of the Agreement.

Survival of Provisions. The following and only the following sections, subsections, and provisions of these Terms will survive the termination of this Agreement: 1 (Mutual Nondisclosure); 2 (Mutual Representations); 3.2 (Hardware Warranty); 3.3 (Disclaimer); 3.4 (Warranty Exclusions); 3.5 (Exclusive Remedies); 4 (Indemnification); 5 (Limitation of Liability); 5 (Employee Nonsolicitation); 7 (Audits); 8 (Use Exceeding License Limitations); 11 (Communications); and 13 -20; and any other provisions of these Terms that must survive termination to fulfill their essential purpose.